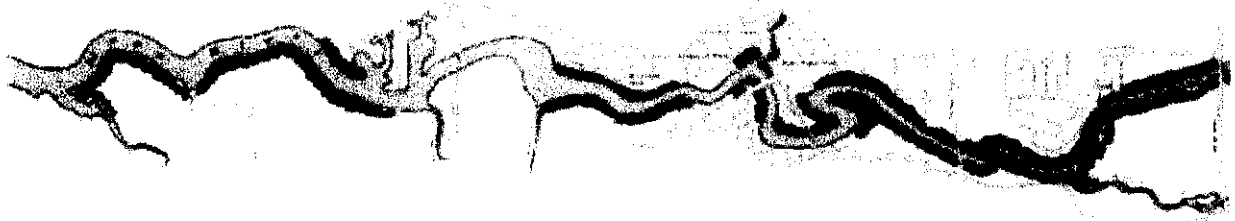


DRAFT BROCHURE

The "Living River" Conference

Napa County's Integrated Flood Control and Watershed Project



Take all of the conventional thinking about flood control, more than a century of experience building big dams and high levees to tame the rivers of the West -- take it all and throw it away.

*Along the banks of the Napa River, a grand experiment is taking shape. What Napa has in mind is a solution to flooding that looks like nothing that has been tried before, **a project that will serve as a national laboratory for a wave of new thinking on the subject.***

Napa's progress will be watched by riverside communities throughout the west.

—JOHN D. COX, *Sacramento Bee* - April 20, 1998

The Clean Water Action Plan announced by President Clinton and Vice President Gore on February 19, 1998, is designed to protect and restore our nation's waterways. It charts a new course emphasizing collaborative strategies built around watersheds and the communities they sustain.

The Army Corp of Engineer's ***Challenge 21 River Ecosystem Restoration and Flood Hazard Mitigation initiative***, demonstrates the Corps commitment to incorporating this new approach in future flood control designs.

What they are doing in Napa is right along the lines of what we would like to see -- local citizens and local governments taking the initiative to make smart land use decisions, I hope Napa's example will encourage other communities to consider similar approaches."

—**Michael J. Armstrong**,
*associate director for mitigation for the
Federal Emergency Management
Agency.*

An excellent example of these new methods is on the Napa River, where a coalition of environmental groups, government agencies, and the local community have come together to develop an innovative, "living river" strategy to protect lives and property, while restoring natural values.

The Napa River project addresses multiple interests and goals in a realistic manner. The project combines multiple strategies in a way that makes optimal use of engineering and ecology.

The nation will be watching Napa for evidence that the presumed advantages of integrated flood management can be achieved in practice. **We have much to learn from this project** and I look forward to seeing the Napa River "pave the way" to a future in which flood management and ecosystem protection can co-exist in other river settings.

—**Douglas P. Wheeler**,
*Secretary for Resources
State of California*

The \$220-million dollar Napa "Living River" Flood Control Design Project was developed through a two-year collaborative effort between 25 non-government organizations, the Army Corps and 27 other governmental agencies.

- ***Supervisors***
- ***Council members***
- ***Floodplain managers***
- ***Watershed managers***
- ***Bio-Soil engineers***
- ***Erosion control specialists***
- ***Environmentalists***

The "Living River" conference offers you an opportunity to learn first-hand from the key individuals who helped develop the strategies and processes which were essential to achieving the goals and ensuring the success of a design project of this complexity.

"There's no reason flood-control values have to compromise environmental values. "Restoring the river's natural water absorption mechanisms is functional from a flood control standpoint and there are really no extra costs."

—Rick Reinhardt,
project technical manager
Army Corp of Engineers

You will leave the conference with a detailed step-by-step manual which can be an indispensable resource in helping you guide your own communities flood control and watershed design projects.

Conference Schedule

Day One

Opening Session
Collaboration is the Key
Afternoon Session
The Napa Living River Plan
Evening
Gala Dinner and Entertainment

Day Two

Morning Session
Organization and Strategy
Afternoon Session
The Community Coalition

Day Three

Morning Session
The Design Process

Closing Session
Finding the Money

The dedicated and diverse community of activists and agencies that created the **"living river plan"** may go down in history as having redefined America's approach to flood control.

The coalition also needed about \$110 million to supplement the money already allocated by the federal government. Known as the "Living River Initiative," Measure A raised the county sales tax one half of a percent, amounting to about \$6 million a year for the next 20 years.

The transformation of the Napa is important in itself, but ultimately its greatest impact may be as a **model** for dozens, or hundreds, of other rivers in similar situations.

—Gordy Slack,
California Academy of Sciences

Facilities and Activities

The Napa Valley offers an abundance of unique facilities and activities which will help make your "Living River Conference" visit a truly memorable experience. We describe a few here for your consideration.

SILVERADO

Evoking elegance and sophistication of days past, the Silverado Country Club & Resort, located in Napa, California, invites guests to step back in time and be pampered with luxury accommodations. The Resort provides the undeniable comforts that keep guests coming back to this 1,200-acre retreat located at the gateway to the Wine Country. Reservations can be made by calling 707-257-0200.

As guests arrive, Silverado's white-pillared mansion stands eloquently. Built in the early 1870s, the mansion was designed by then-owner General John Miller and his wife, incorporating Italian and French architecture that they had fallen in love with during their travels abroad. Today, the mansion still plays an integral part in the resort's operations, housing the lobby, two restaurants and several meeting rooms.

Accommodations are found in private cottage suites clustered around hidden courtyards and secluded swimming pools surrounding the main mansion as well as lining the fairways of Silverado's two golf courses. All of the accommodations at the Silverado are standards or junior suites or one-bedroom or two-bed room or three-bedroom condominium units. Each unit has its own unique decor, balcony or patio and private entrance.

In addition to luxury accommodations, guests can take advantage of sumptuous meals prepared by an award-winning chef, two 18-hole golf courses, 17 tennis courts and state-of-the-art meeting facilities. Silverado features Northern California's largest tennis complex with 17 plexipaved courts. Arranged in an open, random style, the courts are intermingled with walkways laced with flowers, wide patios, a mini club house, canvas-topped review decks and a full-service sport shop.

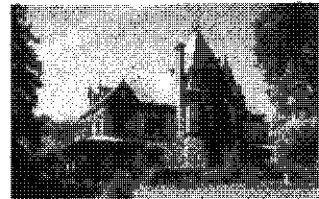
Guests who wish to strengthen their backhand or improve their serve will find the help they need from Silverado's staff of friendly professionals. For those who wish to bask in the sun, Silverado has eight swimming pools, ensuring that everyone can find a lounge chair.

While Silverado is a self-contained resort, guests may wish to experience some of the recreational opportunities found throughout the Valley. For the more adventurous, horseback riding, glider rides and hot air ballooning over the vineyards are perennial favorites.

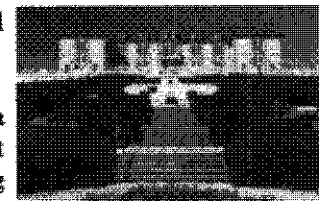
Most people believe a visit to Napa Valley is not complete without touring some of the world famous wineries for a behind the scenes look into the secret of making fine wine and an opportunity to sample vintages.

One of the most popular attractions is a leisure trip through the spectacular Wine Country aboard the Wine Train which runs nonstop between Napa and St. Helena. In addition to premium Napa Valley wines, passengers may enjoy brunch, lunch or dinner.

Almost as popular as the wine, Calistoga's mud baths offer the ultimate in pampering. Mineral treatments and massages are known to do wonders for anyone on vacation or on a business trip.



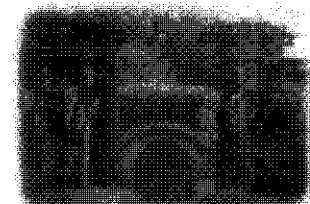
Beringer House Napa's oldest continually operating winery



Domaine Carneros, Tattler



Mondavi Vineyards



Rutherford Vineyards

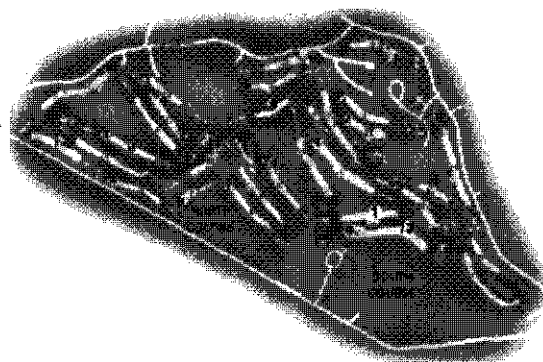
GOLFING

SILVERADO COUNTRY CLUB & RESORT

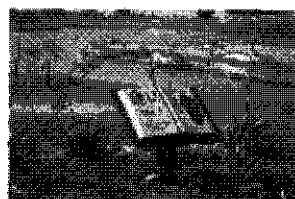
trees arching over the fairways and artfully placed traps and greens.

The 6,500-yard South Course challenges golfers with side-hill lies and more than a dozen water crossings, while the North Course stretches 6,700 yards but is occasionally more forgiving. A complete golf pro shop is available in the Club House, and a staff of top professionals is on hand to assist guests in improving their golf game.

An excellent way to enjoy Silverado's natural beauty is to play the two, 18-hole golf courses, each in the distinctive style of their architect, Robert Trent Jones, Jr. The courses cover 360 acres and feature lush vegetation, ponds, lakes, three sweetwater creeks,



The Chardonnay Golf Club



The Chardonnay Golf Club, surrounded by vineyards and sweeping views of the Bay area, consists of 36 holes of Championship golf and a spacious, impressive 17,000 square foot clubhouse nestled in the midst of the world renowned "wine country" of Northern California. Regarded as the Napa Valley's "premier" golf experience, the Chardonnay Golf Club's management and staff pride themselves in providing the finest in facilities and services. Owned by Cooke & Andrews Investments, Inc., the two eighteen hole championship courses offer a challenge to any

golfer regardless of ability. The Vineyards Course is open to the public, while the Shakespeare Course is the limited access private facility. 800-788-0136

The Spa at Silverado:

a first-class, full-service health spa and fitness center. The 16,000 square-foot complex (the largest private spa facility in California's famed wine country), will comfortably accommodate individual meeting attendees and their guests with customized programs, or handle groups of up to 150 per day. Fashioned after a classic Roman Spa, this casually elegant facility will bring unparalleled levels of relaxation, rejuvenation and much-needed refueling to attendees and their companions.



The Calistoga Spas

For thousands of years the local Indians found relief in Calistoga's hot springs. Then in the 1860s, Sam Brannan--pioneer, publisher, entrepreneur, soldier-of-fortune--began Calistoga's modern era of spas, tapping its wealth of waters to fill his mineral and steam baths. Legend says he claimed he would create the Saratoga of California, but making the announcement at a dinner party (after having too much drink) the phrase came out Calistoga of Saraformia, so that's how the town got its name.

Calistoga Oasis Spa 800.404.4772
 Calistoga Spa Hot Springs 707-942-6269
 Calistoga Village Inn & Spa 707-942-0991
 Dr. Wilkinson's Hot Springs 707-942-4102
 Eurospa & Inn 707-942-6829
 Golden Haven Spa 707-942-6793
 Health Spa Napa Valley 707-967-8800
 Indian Springs Spa & Resort 707 942-4913

Lavender Hill Spa 800 528-4772
 Lincoln Avenue Spa 707-942-5296
 Mount View Spa 800-772-8838
 Nance's Hot Springs 707-942-621
 Roman Spa Hot Springs Resort 707-942-4441
 Silver Rose Inn B&B & Spa 707-942-9581
 White Sulphur Springs Resort & Spa 707-963-8588



NAPA WINE TRAIN - a 3-hour, 36 mile, excursion from the historic town of Napa through one of the world's most famous wine valleys to the quaint village of St. Helena and return. (800) 427-4124

CUISINE - Guests enjoy the freshest and finest ingredients available prepared on board in a classic continental style with California overtones. The custom designed kitchen car includes observation windows to view preparation. Brunch (includes a glass of champagne) offers a choice of five entree selections. Lunch offers four entree choices, and Dinner offers three. A low-fat/no-oil vegetarian menu is also available upon request.

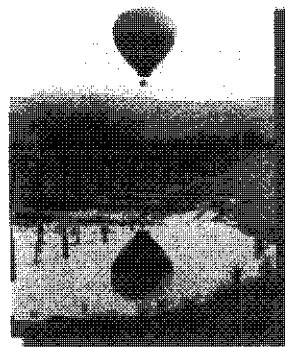
Complimentary Wine Tasting Seminars are held in the lobby of the station prior to both luncheon and dinner boarding on weekdays and after brunch on weekends for guests.

CARS (Champagne Vista Dome Car) - This 'circa 1950 glass-topped car is beautifully appointed in velveteen high-backed chairs for maximum comfort and elevated seating to capitalize on the surrounding scenery during the 3-hour dining excursion. Additionally, the Vista Dome car has a separate cooking facility in which guests are prepared 'California Market Fresh' Cuisine and are greeted with a glass of sparkling wine.

CARS (Lounge) - Lavishly restored 1915 vintage turn-of-the-century Pullman carriages replete with swivel lounge chairs, love seats, rich polished woods, etched glass, custom designed carpeting and fine fabrics.

CARS (Dining) - Dine in style amid the accoutrements of fine dining-bone china, lead crystal, silver flatware and white damask linen with service by an attentive staff.

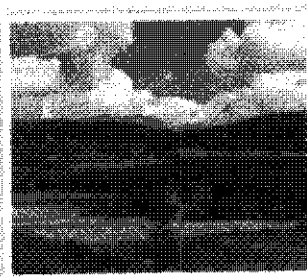
We cordially invite you to experience the thrill of flight with **"Balloons Above The Valley."** Gently dance with the winds as you enjoy majestic beauty above the Napa Valley. After your adventure, celebrate with a festive champagne brunch in a serene wine country setting. 800 464-6824



**Christian Brothers
Retreat and Conference
Center 707-252-3810**

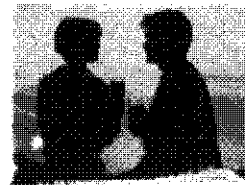
A little piece of heaven on earth? That's what you think of when you visit the beautiful Christian Brothers Retreat and Conference Center. Surrounded by 500 acres of vineyards and

wooded hills, our location is perfect for focus groups, budget meetings, seminars, marketing "think tanks", team building, retreats or just a company "getaway".



Sterling Vineyards, in the northernmost tip of Napa Valley, where our guests can sip our wines on the View Terrace, and look out over some of the most striking scenery in America. The valley below is a patchwork

of vineyards from Three Palms to the east to Diamond Mountain Ranch, perched high on the western slopes of the Mayacamas Mountains. An occasional glider flies silently overhead, sharing the air with diving hawks. The silence is broken only by the chiming of St. Dunstan's Bells, salvaged from a war-torn church steeple in London, and brought to their new home in America by the winery's original owner. 800.726.6136



Registration is limited

Name: _____
Title: _____
Agency: _____
Address: _____
Address: _____
City: _____
St. & Zip: _____
Phone: _____
Fax: _____
Email: _____

Payment Per Person:

Credit Card Type: _____
Number: _____
Exp Date: _____
Purchase Order#: _____
Check: Make payable to "Living River Conference"

Copy this form and complete for each person attending

Fax or mail to Living River Conference, PO Box 5389 Napa, CA 94581-5389

Register by Phone at: 800-325-2633

We would be happy to assist you with reservations for:

Lodging	Restaurants	Transportation
Golf	Winery Tours	Spas
Wine Train	Hot Air Ballooning	etc.

April 14, 1999

Mike Rippey
Napa County Supervisor
County of Napa
1195 Third St, Rm 310
Napa, CA 94559



Dear Mr. Rippey,

I am writing to inform you of Matterhorn California's pending grant proposal to the CALFED Bay-Delta Program: "Napa Living Rivers Conference and Field Tours."

We are proposing a collaboration to produce this three day Conference to spotlight the unique collaboration between government agencies and community groups which created the Napa Flood Protection Program. I have enclosed here the Executive Summary.

We are available to meet with you to give you a complete proposal package and share our vision of the project.

Matterhorn California is a local erosion & flood control company with 15 years experience in stream and riverbank stabilization projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven Shigematsu", with a long horizontal flourish extending to the right.

Steven Shigematsu
707-537-9566

NONDISCRIMINATION COMPLIANCE STATEMENT

STD. 19 (REV. 3-95) FMC

COMPANY NAME

Matterhorn California, Inc

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

Phil Zeidman

DATE EXECUTED

4-15-99

EXECUTED IN THE COUNTY OF

Napa

PROSPECTIVE CONTRACTOR'S SIGNATURE

PROSPECTIVE CONTRACTOR'S TITLE

President

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

Matterhorn California, Inc

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK__ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code) County of Napa

800 C School Street

Napa, CA 94581

Check__ if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK__ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**STANDARD CLAUSES --
SMALL BUSINESS PREFERENCE AND CONTRACTOR IDENTIFICATION NUMBER**

NOTICE TO ALL BIDDERS:

Section 14835, et. seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et. seq. A copy of the regulations is available upon request. Questions regarding the preference approval process should be directed to the Office of Small and Minority Business at (916) 322-5060. To claim the small business preference, you must submit a copy of your certification approval letter with your bid.

Are you claiming preference as a small business?

_____ Yes*

☒ No

*Attach a copy of your certification approval letter.

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED 4-16-99	Applicant Identifier														
		3. DATE RECEIVED BY STATE 4-16-99	State Application Identifier														
		4. DATE RECEIVED BY FEDERAL AGENCY 4-16-99	Federal Identifier														
5. APPLICANT INFORMATION																	
Legal Name: Matterhorn California, Inc		Organizational Unit:															
Address (give city, county, State, and zip code): 800 C School Street Napa, CA 94581		Name and telephone number of person to be contacted on matters involving this application (give area code) Phil Zeidman (707) 265-9488															
6. EMPLOYER IDENTIFICATION NUMBER (EIN): <div style="border: 1px solid black; padding: 2px;"> 68 - 0073436 </div>		7. TYPE OF APPLICANT: (enter appropriate letter in box) <div style="display: flex; justify-content: space-between;"> <div> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District </div> <div> H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____ </div> </div> <div style="text-align: right; margin-top: -20px;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">M</div> </div>															
8. TYPE OF APPLICATION: <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision </div> If Revision, enter appropriate letter(s) in box(es) A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other(specify): _____		9. NAME OF FEDERAL AGENCY:															
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 00-0000 </div> TITLE:		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: 1999 CALFED Napa Living Rivers Conference and Tours Project															
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Napa County, California																	
13. PROPOSED PROJECT Start Date: 6-99 Ending Date: 6-00		14. CONGRESSIONAL DISTRICTS OF: a. Applicant: 1 b. Project: 1															
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>a. Federal</td> <td>\$ 45,000.00</td> </tr> <tr> <td>b. Applicant</td> <td>\$.00</td> </tr> <tr> <td>c. State</td> <td>\$.00</td> </tr> <tr> <td>d. Local</td> <td>\$.00</td> </tr> <tr> <td>e. Other</td> <td>\$.00</td> </tr> <tr> <td>f. Program Income</td> <td>\$.00</td> </tr> <tr> <td>g. TOTAL</td> <td>\$ 45,000.00</td> </tr> </table>		a. Federal	\$ 45,000.00	b. Applicant	\$.00	c. State	\$.00	d. Local	\$.00	e. Other	\$.00	f. Program Income	\$.00	g. TOTAL	\$ 45,000.00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
a. Federal	\$ 45,000.00																
b. Applicant	\$.00																
c. State	\$.00																
d. Local	\$.00																
e. Other	\$.00																
f. Program Income	\$.00																
g. TOTAL	\$ 45,000.00																
		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No															
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.																	
a. Type Name of Authorized Representative Phil Zeidman		b. Title President															
c. Telephone Number (707) 265-9488		e. Date Signed 4-15-99															
d. Signature of Authorized Representative 																	

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS**

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

_____, being first duly sworn, deposes and
(name)
says that he or she is _____ of
(position title)
_____,
(the bidder)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATED: _____

By _____
(person signing for bidder)

Subscribed and sworn to before me on

(Notary Public)

(Notarial Seal)

BIDDER'S BOND

We _____

_____, as PRINCIPAL, and

as SURETY, are held and firmly bound unto the State of California in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named submitted by said Principal to the State of California, acting by and through the Department of Water Resources, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety here under exceed the sum of \$ _____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the State of California, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at

_____, California, on _____,
(Insert name of city where bids will be opened) (Insert date of bid opening)

for _____

Copy here the exact description of work, including location, as it appears on the proposal)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____

day of _____, 19 ____.

[Seal]

[Seal]

[Seal]

Principal

[Seal]

[Seal]

[Seal]

Surety

Address _____

NOTE: Signatures of those executing for the surety must be properly acknowledged.

STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOVERNMENT CODE, SECTION 12990)

STD. 18 (REV. 1-85) ALC

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
 - a. **"Administrator"** means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
 - b. **"Minority"** includes:
 - (i) **Black** (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) **Hispanic** (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (iii) **Asian/Pacific Islander** (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - (iv) **American Indian/Alaskan Native** (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

(Continue on reverse)

ANTI-TRUST CLAIMS. The Contractor offers and agrees and will require all of his subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Sec. 165700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials, pursuant to the public works contract or the subcontract. The assignment made by the Contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554, if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

PROGRESS PAYMENTS

- a. Ten percent of any progress payments that may be provided for under this contract shall be withheld pending satisfactory completion of all services under the contract. The Contractor may substitute securities for such retentions and receive any interest accrued provided in Section 22300 of the Public Contract Code.
- b. No progress payments shall be made unless the Contractor, upon execution of the contract, furnishes a faithful performance bond for not less than one-half the total amount payable under the contract.

PAYROLL RECORDS. The Contractor and each subcontractor shall comply with Labor Code Section 1776 regarding payroll records.

NONCOLLUSION AFFIDAVIT. All bidders shall submit with their bids a signed and notarized Noncollusion Affidavit (DWR 4206).

LABOR CODE PROVISIONS. Pursuant to Sections 1770 et seq. of the California Labor Code, the Director of the State Department of Industrial Relations has made the general prevailing wage determination covering the locality where work for this contract is to be performed. A copy of the publication **General Prevailing Wage Rates** is on file for inspection at the State Department of Water Resources, Contract Services Office, 1416 Ninth Street, Sacramento, CA.

The Contractor agrees to post a copy of the **General Prevailing Wage Determination** for the locality of each job site. The Contractor also agrees to comply with all requirements of the California Labor Code and to pay the forfeiture penalties and monies which may become due as provided in Sections 1775 and 1813 of that Code.

UNDOCUMENTED ALIENS. No bidder or Contractor shall be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens.

STANDARD CLAUSES - CONTRACTS WITH THE UNITED STATES

Workers' Compensation Clause. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract. This provision shall apply to the extent provided by federal laws, rules and regulations.

Claims Dispute Clause. Any claim that Contractor may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty days of its accrual. State and Contractor shall then attempt to negotiate a resolution of such claim and process an amendment to this agreement to implement the terms of any such resolution. However, Contractor does not waive any rights or duties it may have as may be provided by federal laws, rules and regulations.

Nondiscrimination Clause. During the performance of this contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Audit Clause. For contracts in excess of \$10,000, unless otherwise provided by federal laws, rules or regulations, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

Payment Retention Clause. Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

Reimbursement Clause. If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: _____

Americans With Disabilities Act. By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Conflict of Interest. Current State Employees: a) No State officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment. b) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

Agreement No. _____

Exhibit _____

ADDITIONAL STANDARD CLAUSES

Recycled Materials. Contractor hereby certifies under penalty of perjury that ____ (enter value or "0" here) percent of the materials, goods and supplies offered or products used in the performance of this Agreement meets or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

Y2K Language. The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant." For purposes of this Agreement a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

Child Support Compliance Act. For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance therewith, that:

1. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

STANDARD CLAUSES -**SERVICE & CONSULTANT SERVICE CONTRACTS FOR \$5,000 & OVER WITH NONPUBLIC ENTITIES**

Workers' Compensation Clause. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

National Labor Relations Board Clause. In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the national Labor Relations Board.

Nondiscrimination Clause. During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Statement of Compliance. The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Performance Evaluation. For consulting service agreements, Contractor's performance under this contract will be evaluated after completion. A negative evaluation will be filed with the Department of General Services.

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Audit Clause. For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

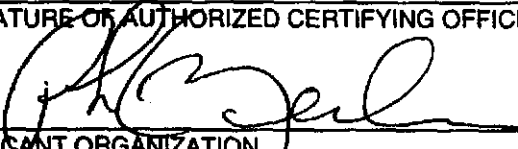
Payment Retention Clause. Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

Reimbursement Clause. If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: _____

Disabled Veteran Business Enterprise Participation Requirement Audit Clause. Contractor or vendor agrees that the awarding department or its delegates will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to provide the awarding department or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. Contractor or vendor further agrees to maintain such records for a period of three (3) years after final payment under the contract. Title 2 CCR Section 1896.75.

Priority Hiring Considerations. For contracts in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		TITLE President	
APPLICANT ORGANIZATION Matterhorn California, Inc		DATE SUBMITTED 4-15-99	

BUDGET INFORMATION - Non-Construction Programs

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	\$
SECTION 2 - BUDGET CATEGORY						
6. Object Class Categories		GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
		(1)	(2)	(3)	(4)	(5)
a. Personnel		\$	\$	\$	\$	\$
b. Fringe Benefits						
c. Travel						
d. Equipment						
e. Supplies		27,000.				
f. Contractual		18,000.				
g. Construction						
h. Other						
i. Total Direct Charges (sum of 6a-6h)						
j. Indirect Charges						
k. TOTALS (sum of 6i and 6j)		\$	\$	\$	\$	\$
7. Program Income		\$	\$	\$	\$	\$

SECTION 1 - FEDERAL SOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTAL (sum of lines 8 - 11)	\$	\$	\$	\$

SECTION 2 - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 45,000.	\$ 45,000.	\$	\$	\$
14. NonFederal					
15. TOTAL (sum of lines 13 and 14)	45,000.	45,000.			

SECTION 3 - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$	\$	\$	\$

SECTION 4 - OTHER FUNDING INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

INSTRUCTIONS FOR THE SF-424A (continued)

narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11--Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12--Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

Section D. Forecasted Cash Needs

Line 13--Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14--Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15--Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project.

Lines 16-19--Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding period (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20--Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21--Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22--Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23--Provide any other explanations or comments deemed necessary.

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not* requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to a *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in Columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5—Show the totals for all columns used.

Section B. Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-i—Show the totals of Lines 6a and 6h in each column.

Line 6j—Show the amount of indirect cost.

Line 6k—Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7—Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item: | Entry: |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Self-explanatory. |
| 2. | Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable). |
| 3. | State use only (if applicable). |
| 4. | If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank. |
| 5. | Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application. |
| 6. | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service. |
| 7. | Enter the appropriate letter in the space provided. |
| 8. | Check appropriate box and enter appropriate letter(s) in the space(s) provided:

<div style="margin-left: 20px;"> -- "New" means a new assistance award.

 -- "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.

 -- "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. </div> |
| 9. | Name of Federal agency from which assistance is being requested with this application. |
| 10. | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested. |
| 11. | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project. |
| 12. | List only the largest political entities affected (e.g., State, counties, cities). |
| 13. | Self-explanatory. |
| 14. | List the applicant's Congressional District and any District(s) affected by the program or project. |
| 15. | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <u>only</u> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 16. | Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. |
| 17. | This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. |
| 18. | To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.) |

STANDARD CLAUSES - CONTRACTS WITH PUBLIC ENTITIES

Workers' Compensation Clause. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

Nondiscrimination Clause. During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Audit Clause. For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

Payment Retention Clause. Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

Reimbursement Clause. If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: _____

Drug-Free Workplace Certification. By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

Americans With Disabilities Act. By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

Drug-Free Workplace Certification. By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

Antitrust Claims. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.

If an awarding body or public purchasing body received, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

Americans With Disabilities Act. By signing this contract, Contractor assures the state that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Corporate Qualifications To Do Business in California. Contractor must be currently qualified to do business in California as defined by the Revenue & Taxation Code, Section 23101 unless exempted. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

**STANDARD CLAUSES -
INTERAGENCY AGREEMENTS**

Audit Clause. For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Interagency Payment Clause. For services provided under this agreement, charges will be computed in accordance with State Administrative Manual Section 8752 and 8752.1.

Termination Clause. Either State agency may terminate this contract upon 30 days advance written notice. The State agency providing the services shall be reimbursed for all reasonable expenses incurred up to the date of termination.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

Y2K Language. The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant" For purposes of this Agreement, a good or service is year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

**STANDARD CLAUSES -
GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS**

LICENSE. No bidder may bid on work for which it is not properly licensed by the Contractor's State License Board. Joint Venture bidders must possess a Joint Venture License. Bidders for this Agreement must have _____ classification(s) of contractor's license, provide license number and expiration date and certify under penalty of perjury that the foregoing is true and correct.

EXAMINATION OF BID DOCUMENTS AND SITE. Bidder shall carefully examine site of work, plans and specifications. The bidder shall investigate conditions, character, quality of surface, or subsurface materials or obstacles to be encountered. No additions to the contract amount will be made because of the Contractor's failure to examine the site of work, plans and specifications.

SUBCONTRACTORS. (See Public Contract Code Section 4104.) The bidder shall set forth in its bid:

- a. The name and business address of each subcontractor who will perform work or labor or render services in an amount in excess of one-half of one percent (.5%) of the General Contractor's total bid; and
- b. The portion of work to be done by each subcontractor. (See Public Contract Code Section 4104.)

PAYMENT BOND. The Contractor shall furnish, concurrently with signing the contract, a Payment Bond to Accompany Construction Contract, Standard Form 807, in an amount not less than fifty percent (50%) of the amount of the contract when its bid exceeds \$5000. Such bond shall be executed by the Contractor and a corporate surety approved by the State.

WORKERS' COMPENSATION INSURANCE CERTIFICATION. Upon execution of the contract, the Contractor shall provide the State either with a certificate of insurance issued by an insurance carrier licensed to write workers' compensation insurance in the State of California, including the name of the carrier and date of expiration of the insurance, or a certificate of consent to self insure issued by the Director of the Department of Industrial Relations.

PREVAILING WAGE. It is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of \$50 for each calendar day, or portion thereof, for each worker paid by it, or subcontractor under it, less than the prevailing wage so stipulated. In addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

MAXIMUM HOURS. It is further agreed that the maximum hours a worker is to be employed is limited to 8 hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week in violation of Labor Code Sections 1810-1815, inclusive.

TRAVEL AND SUBSISTENCE PAYMENTS. Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

APPRENTICES. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

SUBSTITUTIONS. Pursuant to Section 3400 of the Public Contract Code, should the Contractor seek to substitute a brand of materials other than specified, the Contractor shall submit data substantiating the request for substitution of "an equal" item. The substantiating data must be presented for approval within thirty-five (35) days after the award of the agreement. The State shall be the sole judge as to the comparative quality and suitability of "an equal" item.

Agreement No. _____

Exhibit _____

**STANDARD CLAUSES -
INSURANCE REQUIREMENTS**

Contractor shall furnish to the State a certificate of insurance stating that here is liability insurance presently in effect for the contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance must include the following provisions:

1. The insurer will not cancel the insured's coverage without 30 days' prior written notice to the State.
2. The State of California, its officers, agents, employees, and servants are included as additional insured, but only in so far as the operation under this contract are concerned.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services and contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

Insurance certificates must have an original signature.

**STANDARD CALIFORNIA NONDISCRIMINATION
CONSTRUCTION CONTRACT SPECIFICATIONS
(GOVERNMENT CODE, SECTION 12990)**STD. 18 (REV. 1-85) (REVERSE) **ENC**

- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
 8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
 9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
 10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
 11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
 13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

PERFORMANCE BOND TO ACCOMPANY CONTRACT

WHEREAS, The State of California acting by and through the

_____, has awarded
(insert name of the Department awarding the contract)

to _____,

as principal hereinafter designated as the "Contractor," a contract for

AND WHEREAS, The Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the sum of _____

_____ dollars

(\$ _____), to be paid to the said State or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the Contractor, his or its heirs, executors and administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereto set our hands and seals on this _____
day of _____, 19 _____.

_____[Seal]

_____[Seal]
Contractor

_____[Seal]

_____[Seal]
Name of Surety

[Seal]

By _____[Seal]
Attorney-in-Fact

NOTE: Signatures of those executing for surety must be properly acknowledged.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

*CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.*

*CHECK IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



TYPED NAME AND TITLE Phil Zeidman, President, Matterhorn California, Inc

DATE 4-15-99

Attachment E
Terms and Conditions for Federal (Department of Interior) Funds

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of the Interior Form 1954 (DI-1954). (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters -
Primary Covered Transactions**

CHECK ☒ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK ☐ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.